

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2020-234-T - ORDER NO. 2021-498

JULY 16, 2021

IN RE: Application of Carolina Procurement)	ORDER GRANTING
Institute, Incorporated for Class E (Household)	CLASS E (HOUSEHOLD
Goods) Certificate of Public Convenience and)	GOODS) CERTIFICATE
Necessity for Operation of Motor Vehicle)	
Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Carolina Procurement Institute, Incorporated (hereinafter referred to as “Carolina Procurement” or the “Applicant”). By its Application, Carolina Procurement requests a Class E (Household Goods) Certificate of Public Convenience and Necessity (“CPCN”) with authority to transport household goods statewide.

II. PROCEDURAL HISTORY

Carolina Procurement filed its Application with the Commission on September 28, 2020. An Amended Application was filed on December 8, 2020, clarifying that Carolina Procurement is not seeking a certificate to transport hazardous waste as defined in Commission Reg. 103-210(2). By letter dated October 7, 2020, the Clerk’s Office of the Commission instructed Applicant to publish the Notice of Filing (the “Notice”) in newspapers of general circulation. Among other things, the Notice provided details regarding the Application and advised any person who desires to participate as a party of

record that a Petition to Intervene must be filed on or before November 12, 2020. Notice was timely published. No person intervened as a party of record.

The evidentiary hearing was held virtually on December 17, 2020, with the Honorable Florence P. Belser presiding. The Applicant was represented by Kharimah R. Dessow, Esquire. The South Carolina Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2019), was represented by Jenny R. Pittman, Esquire.

III. EVIDENCE OF RECORD

The Applicant called Gary Washington as its witness. Mr. Washington has twenty-two (22) years of experience in the moving industry and management, as well having previously held a prior Class E license. Carolina Procurement Institute, Inc. plans to purchase a 2009 GMC 26-foot box truck, and currently employs only one (1) employee but it has plans to employ three (3) to seven (7) employees, and currently plans to provide commercial moves for governmental installations such as Shaw Air Force Base in Sumter, South Carolina, and Fort Jackson Army Base in Columbia, South Carolina. The Applicant would like to also serve the University of South Carolina and its medical university, as well as the hospital systems of Prisma and McCleod Health. Mr. Washington testified that the correct business address is the Kingstree address on the Bill of Lading.

Carolina Procurement Institute, Inc. is exempt from having a safety rating from the US Department of Transportation but does have a certification with Department of Transportation as a Disadvantaged Business Enterprise. Mr. Washington testified that there is a judgment against him or Carolina Procurement Institute, Inc., which he is

currently appealing. Mr. Washington responded to questions and testified that the state court judgment against him is not final, is still under appeal, and is also part of his ongoing litigation. Mr. Washington testified that his bankruptcy was dismissed.

Applicant has adequate equipment, facilities, and financial resources to provide the moving services described in the Application. Mr. Washington certified Carolina Procurement Institute, Inc. is familiar with all statutes and regulations governing for-hire motor carrier operations in South Carolina, including the Commission's regulations regarding insurance requirements.

On December 11, 2020, Applicant moved to present shipper witness testimony by affidavit. This request was granted by Hearing Officer Directive Order No. 2020-133-H on December 16, 2020. Carolina Procurement offered the shipper witness testimony of Patricia Andrews. According to Patricia Andrews, Carolina Procurement will bring a moving company to the proximity of Fort Jackson and Shaw Air Force Base, where there is a consistent influx of residential and commercial real estate sales with many companies and individual families relocating to and from this area. She indicated that there is a need for responsible and reliable moving companies.

ORS did not prefile testimony. By letter dated December 16, 2020, ORS stated it "is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133." Thomas McGill, Assistant Manager of Safety, Transportation, and Emergency Response with ORS, testified regarding the on-site visit at the offices of Carolina Procurement in Sumter, South Carolina, where the truck and equipment is stored. Mr.

McGill did add that he did not examine the administrative office of Carolina Procurement in Kingstree at that time, as Mr. Washington was in the process of procuring the location.

Mr. McGill further testified that ORS did look into the nature of the bankruptcy case, which was dismissed. He went on to testify that he did review the pending outstanding judgment referenced by Mr. Washington and concluded that the civil matter was still under appeal. Mr. McGill further testified that the ORS did not see these issues (i.e., the ongoing civil appeal of the judgment) as preventing the ORS from affirming that the Applicant is fit, willing, and able. During the visit, Mr. McGill reviewed Applicant's tariff and bill of lading. He also inspected Applicant's facilities and equipment. Mr. McGill testified, based upon the visit, that the Applicant meets the minimum requirements and is able to perform the proposed service.

IV. LAW

The Commission is charged with promulgating regulations to govern the operations of carriers of household goods. S.C. Code Ann. § 58-23-590(A). The Commission is authorized to fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized services. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). S.C. Code Ann. Regs 103-133 is entitled "Proof Required to Justify Approving an Application" and for household goods and hazardous waste for disposal applications provides as follows:

- a. **FIT.** The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained

from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant. The applicant should further certify that he is familiar with all statutes and regulations, including safety operations in South Carolina, and agree to operate in compliance with these statutes and regulations.

- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. **WILLING.** Having met the requirements as to "fit and able," the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

(emphasis added) S.C. Code Ann. Regs. 103-133(1) (2012).

V. DISCUSSION

Based upon the testimony of Mr. Washington and the Application submitted in this docket, Carolina Procurement has demonstrated it is fit, willing, and able to provide and properly perform the services which it seeks to provide. "Fitness" was demonstrated by Mr. Washington (1) testifying that Carolina Procurement, although exempt, is aware of the requirement for a safety rating; (2) certifying that he has twenty-two (22) years of experience in the moving industry as well as management; and (3) further certifying that

Carolina Procurement is familiar with and will operate in compliance with all statutes and regulations governing movers of household goods.

“Able” was demonstrated by the testimony of Mr. Washington who testified that Carolina Procurement intends to purchase a 26-foot box truck following licensure and he has other moving equipment in the Sumter office of Carolina Procurement. The Company intends to provide commercial moves for governmental installations such as Shaw Air Force Base in Sumter, South Carolina, and Fort Jackson Army Base in Columbia, South Carolina. The Applicant also plans to expand to moves of equipment and students for the University of South Carolina and its medical university, as well as commercial moves for the hospital systems of Prisma and McCleod Health. Mr. Washington wants to have the statewide authority to move the population at-large and not just government-related commercial moves for Shaw Air Force Base or Fort Jackson Army Base.

Carolina Procurement supplemented its Application by filing an Amended Application clarifying that Carolina Procurement is seeking statewide authority. The Application includes an insurance quote, indicating the Applicant is aware of the Commission’s insurance requirements and of the associated costs for such coverage. Lastly, Mr. McGill of the Office of Regulatory Staff testified that the inspection of Applicant’s Sumter office and facilities reveals that Carolina Procurement is able to perform the proposed moving services. Mr. McGill further testified that ORS did consider the nature of the bankruptcy case (which was dismissed) and pending outstanding judgment referenced by Mr. Washington and concluded that the civil matter was still under appeal. Mr. McGill further testified that the ORS did not see these issues (i.e., the ongoing civil

appeal of the judgment) as preventing the ORS from affirming that the Applicant is fit, willing, and able.

Having demonstrated Carolina Procurement Institute, LLC is “fit” and “able” to provide the proposed service, filing the Application satisfies the “willing” requirement.

Applicant has also met the public convenience and necessity requirement. According to shipper witnesses Patricia Andrews, Carolina Procurement will bring a moving company to the proximity of Fort Jackson and Shaw Air Force Base where there is a consistent influx of residential and commercial real estate sales with many companies and individual families relocating to and from this area. There is a need for responsible and reliable moving companies. Approving the Application of Carolina Procurement Institute, Inc. can fill this void by supplying the need for movers in the area.

VI. FINDINGS OF FACT

1. The Commission finds that the Applicant is familiar with and agrees to comply with all statutes and regulations governing movers of household goods. Carolina Procurement Institute, Inc. is fit to appropriately perform the service described in its Application.

2. The Commission finds that there are no final outstanding judgments pending against Mr. Washington or Carolina Procurement Institute, Inc., as the judgment against the Applicant is under appeal.

3. The Commission finds Carolina Procurement Institute, Inc. has demonstrated it has offices and moving equipment and that it intends to purchase a 26-foot box truck to provide the moving services described in its Application. Further, Carolina

Procurement Institute, Inc. corrected and amended its Application to clarify that it was seeking statewide authority. Carolina Procurement Institute, Inc. is able to appropriately perform the service described in its Application.

4. The Commission finds that, by submitting its Application, Carolina Procurement Institute, Inc. has demonstrated it is willing to appropriately perform the proposed service.

5. The Commissions finds that public convenience and necessity are not already being served by existing authorized services.

VII. CONCLUSIONS OF LAW

1. The Commissions concludes that Carolina Procurement Institute, Inc. has demonstrated it is fit, willing, and able to appropriately perform the service described in its Application. S.C. Code Ann. Regs. 103-133(1) (2012).

2. The Commission concludes that the public convenience and necessity are not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to Carolina Procurement Institute, Inc.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Carolina Procurement Institute, Inc. for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.

2. The Tariff and Bill of Lading of Carolina Procurement Institute, Inc. are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. § 58-23-10 *et seq.*, and the applicable Regulations for Motor Carriers, a Certificate will be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

5. The motor carrier's services authorized by this Order shall not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff's requirements within ninety (90) days of this Order, or (2) to request and obtain from the Commission additional time to comply


with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

7. Should Applicant fail to meet the requirements of this Order, the Office of Regulatory Staff is requested to furnish the name and docket number of Applicant to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the docket will be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:





Florence P. Belser, Vice Chair
Public Service Commission of
South Carolina

Carolina Procurement Institute, Inc. South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN
INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Carolina Procurement Institute, Inc. South Carolina Household Goods Tariff

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Carolina Procurement Institute, Inc. South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Carolina Procurement Institute, Inc. These services and furnished between ALL points and places in the state of South Carolina.

Carolina Procurement Institute, Inc. South Carolina Household Goods Tariff

SECTION 1

1.0 Transportations Charges

Transportations Charges include the hourly rates as listed below.

1.1. Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers depart the Carolina Procurement Institute, Inc. office location in Columbia, South Carolina and includes the movers estimate return time to the office location.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Movers (with a truck)	\$185.00
Three Movers (with a truck)	\$245.00
Each Additional Man	\$65.00 per man per hour

Carolina Procurement Institute, Inc.

South Carolina Household Goods Tariff

Travel charges for moves from storage facility address to drop-off address (based from storage facility address of 2380 West Brewington Road, Sumter, South Carolina 29153)

1-49 Miles \$50.00 Travel Charge plus \$0.65 per loaded mile per truck

50-100 Miles \$285.00 Travel Charge plus \$0.65 per loaded mile per truck

100-150 Miles \$375.00 Travel Charge plus \$0.65 per loaded mile per truck

150-200 Miles \$445.00 Travel Charge plus \$0.65 per loaded mile per truck

200-250 Miles \$560.00 Travel Charge plus \$0.65 per loaded mile per truck

1.2 Office Hours/ Minimum Hourly Charges

Carolina Procurement Institute, Inc. will operate Monday-Friday, 8:00 am – 6:00 pm and Saturday from 8:00am – 4:00pm

6 days a week

Two-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Carolina Procurement Institute, Inc. will charge the applicable minimum. Hourly rates are the same, six days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) \$200.00
- Pool Table \$455.00
- Gun cabinet \$285.00
- Steel Gun Cabinet (in excess of 400 lbs.) \$450.00
- Hot Tubs, Whirlpools \$475.00
- Riding Lawnmowers \$195.00
- Freezers \$150.00
- Flat Screen Televisions \$80.00
- Golf Carts \$235.00
- Safe (Over 250 lbs) \$330.00
- Piano (475.00)

2.2 Elevator or Stair Carry

Carolina Procurement Institute Inc. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Carolina Procurement Institute, Inc. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle

2.4 Pick Up and Delivery

Carolina Procurement Institute, Inc does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Carolina Procurement Institute, Inc does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

2.5.2 Carolina Procurement Institute, Inc, is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Carolina Procurement Institute, Inc. reserves the right to decline any move consisting of extremely large or fragile item.

Carolina Procurement Institute, Inc.

South Carolina Household Goods Tariff

2.6 Articles, Special Servicing

The rates and charges in the tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.7 Waiting Time

The customers are charged the rates specified in Section 1 for all waiting time or delay which are not the fault of Carolina Procurement Institute, Inc.

2.8 Holdover Charges

Carolina Procurement Institute, Inc. will hold items (holdover) in the truck at cost of \$335.00 per night, after 3 nights the items will go into storage until delivery is scheduled. All storage costs will be the responsibility of the customer.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Carolina Procurement Institute, Inc. must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. IF damages are caused by our service. Carolina Procurement Institute, Inc. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Carolina Procurement Institute, Inc. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Carolina Procurement Institute, Inc. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Carolina Procurement Institute, Inc. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4. Items of Particular Value

Carolina Procurement Institute, Inc. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. Carolina Procurement Institute, Inc. will not accept responsibility for safe delivery of such articles if they come into Carolina Procurement Institute, Inc.'s possession with or without Carolina Procurement Institute, Inc. knowledge.

3.5. Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Carolina Procurement Institute, Inc. Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Carolina Procurement Institute, Inc. shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities, riot, terrorist threat, and pandemic avoidance.

SECTION 4

4.0. PROMOTIONS

Carolina Procurement Institute, Inc. shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1. Military | First Responders | Senior Citizens | Certified Disabled

A promotional rate of normal hourly service charges for moving, packing, and unpacking items listed below will be applied for customers who are active duty military, first responders, disable veterans, and senior citizens that provide proper proof of same. Senior citizens are those that are 65 years old and older. Extra chargeable items will follow rates in Section 2. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the CPI office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

Number of Movers

Two Men & Truck
Three Men & Truck
Each Additional Man

Hourly Rate

\$180.00
\$230.00
\$65.00 per man/per hour

CAROLINA PROCUREMENT INSTITUTE, LLC CERTIFICATE NO. :
(803)238-4542
214 Mill Street
Kingstree, South Carolina
IN CASE OF NEED CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

SHIPPER NAME		TEL
ADDRESS		FLOOR
ELEVATOR?	CITY AND STATE	
NOTIFICATION OF WEIGHT & CHARGES SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW <input type="checkbox"/>		RECEIVED SUBJECT TO
NOTIFY		TEL
ADDRESS		GENERAL CONDITIONS:

COSIGNED TO		TEL
ADDRESS		FLOOR ELEVATOR?
CITY		STATE
PREFERRED DELIVERY DATE(S) OR PERIOD OF TIME		

RATES, RULES, AND REGULATIONS IN
TARIFF _____ SEC. _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

WEIGHT AND SERVICES
EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

INVOICING
GOV'T B/I. NO
BILL CHARGES TO

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER
& TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF.
SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING
THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER LB. PER ARTICLE UNLESS
A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED
SHIPPER DATE

TIME RECORD
START AM/PM CUSTOMERS INITIALS
FINISH AM/PM CUSTOMERS INITIALS

CUSTOMERS INITIALS
JOB HOURS
TRAVEL TIME
TOTAL HOURS

☐ SPACE RES. ____CU. FT. ☐ EXCL. USE OF VEH. ____CU. FT.

GROSS	TARF	NET	RATE	CHARGES
TRANSPORTATION MILES				
ADD'TL LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL TRANS. (SURCHARGE) ORIG DEST				
EXTRA PICKUPS OR DELIVERIES NO. BY				
AT				
EXCESSIVE CARRY ELEVATOR STAIRS				
PIANO HANDLING: OUT IN HOIST				
ADD'TL LABOR MEN FOR MAN HOURS				
WAREHOUSE HANDLING				
TRANSIT STORAGE: FROM TO				
S.I.T. VALUATION CHARGE				
APPLANCE SERVICES ORIGIN DUE				
DEST. DUE				
OTHER CHARGES				
CARTAGE: TO WHSE. FROM WHSE. ORIG. DEST. MI QUANTITY				
BARRELS				
CARTONS				
CARTONS				
CARTONS				
CARTONS				
CARTONS				
CRIB MATTRESS				
WARDROBES (USE OF)				
MATTRESS CARTON NOT EXCEEDING 39X75				
MATTRESS CARTON NOT EXCEEDING 54X75				
MATTRESS CARTON EXCEEDING 54X75				
CRATES				
MIRROR CARTONS				
TOTAL PACKING				
TOTAL CHARGES CHGE PPD C.O.D. G.B.L. TOTAL CHARGES				
PREPAYMENT: COLLECTED BY				
BALANCE DUE: COLLECTED BY				

☐ CK ☐ CK # _____ ☐ CASH ☐ CREDIT CARD

AMT _____ TXDL # _____ EXPIRES _____

CC # _____ EXP _____

CUSTOMER SIGNATURE _____ DATE _____

TRANSPORTATION SERVICES HOURLY CHARGE

STRAIGHT TIME

VANS MEN HOURS AT \$ PER HR.

OVERTIME SERVICES

VANS MEN HOURS AT \$ PER HR.

OTHER CHARGES _____ PACKING _____ INSURANCE _____

TOTAL _____ DATE DELIVERED _____ DRIVER _____

CONTRACT TERMS AND CONDITIONS

Sec. 1 (a) The Carrier of party in possession of any of the property herein described ("Property") shall be liable as at common law for any loss thereof or damage thereto, except as herein provided.

(b) No Carrier or party in possession of all or any of the Property (Carrier") shall be liable for any loss, damage or delay caused by act of God, public enemy, war, declared or undeclared, acts of public authority, quarantine, riots, strikes, perils of navigation, act or default of Shipper or owner, nature of Property or defect or inherent vice, occurrences in custom warehouse, or for any loss or damage to paintings, statuary, ornamental items, works of art, articles of unusual nature or value, photographs or pictures, antiques, dishes, glassware, musical instruments vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles, unless such 'DSS c. damage was caused by negligence of the Carrier, and the responsibility to prove such negligence shall be on the Shipper, except where arrangements have been made for the packing and unpacking of such articles by the Carrier or its agent. No carrier shall be held liable for the internal malfunction of any computerized, electrical or mechanical item or piece of equipment, whether or not such articles are packed, unpacked, or packed and unpacked by the Shipper or his agent or Carrier or its agents. No Carrier shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for Carrier's inspection and then only for such articles as are specifically listed by the Shipper and receipted for by the Carrier or its agent.

(c) No Carrier shall be liable for delay caused by obstructions, faulty or impassable highways, lack of capacity of any highway, bridge, ferry, or caused by breakdown, or mechanical defect of vehicles or equipment.

(d) Carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the arrival of the Property at destination or at the port of export and tender of delivery of the Property to the party entitled to receive it has been made. Except in case of negligence of the Carrier, Carrier shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit on the request of the Shipper, owner, or party entitled to make such a request, whether such request was made before or after Carrier came into possession of the Property.

Sec. 2 (a) No Carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every Carrier shall have the right in case of physical necessity to forward the Property by any Carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the Shipper or as been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering Carrier, or Carrier issuing this proposal for service and bill of lading, or Carrier in possession of the Property when the loss, damage, injury, or delay occurred, within 30 days after delivery of the Property; and suits shall be instituted against any Carrier only within two years and one day from the day when notice in writing is given by the Carrier to the claimant and the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, no Carrier hereunder shall be liable.

(c) Any Carrier or parry liable on account of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of the Property so long as this shall not avoid the policies or contracts of insurance; provided that the Carrier reimburses the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of Carrier's negligence, all Property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4 (a) Carrier shall have the right to retain possession of any, Property transported by it and to take and place the same in storage at the charge and expense of Shipper, until all tariff rates and charges thereon have been paid in cash, money order or certified check. Nothing herein shall limit the right of Carrier to require. at a time of or before shipment, the prepayment in part or in full or guarantee of the charges.

(b) Property not received by the party entitled to receive it after appropriate notice, may be kept in vehicle, warehouse or place of business of the Carrier, subject to all lawful charges and to Carrier a responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the Carrier. and subject to a lien for all transportation and other lawful charges. including a reasonable charge for storage. In the event the Consignee cannot be found at the address given on the bill of lading for notification, the Carrier shall be discharged from liability upon sending a notice to Shipper showing the warehouse in which such Property has been placed, subject to the provisions of this paragraph.

Sec. 5 (a) Where Carrier is directed to take Property from a place or places at which the Consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(b) Where Carrier is directed to unload or deliver Property at a place or places at which the Consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 6 No Carrier will carry or be liable in my way for any documents, specie, or for any article of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 7 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify Carrier against all loss or damage caused by such goods and Carrier will not be liable for safe delivery of the shipment.

Sec. 8 The owner or Consignee shall pay the advances, tariff oranges, packing and storage. if any, and all other lawful charges accruing on said Property. No Carrier shall deliver or relinquish possession at destination of the Property until all tariff and charges thereon have been paid. Consignor shall also be liable for the advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. The beneficial owner shall also be liable for all charges due to Carrier where not paid by Consignor or Consignee. If the Consignor or Consignee has given to the Carrier erroneous information as to the identity of the beneficial owner, such Consignor or Consignee shall be liable for such additional charges and any attorney's fees incurred by Carrier as a result of this disclosure. Nothing herein shall limit the right of the Carrier to require, at the time of shipment the prepayment of the charges. if upon

inspection it is ascertained that the articles shipped are not those described herein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 9 if this proposal for service and bill of lading is issued on the order of the Shipper or his agent, in exchange or in substitution for another proposal for service and bill of lading. the Shipper's signature to the prior proposal for service and bill of lading as to the statement of the value or otherwise or election for com-mon law or bill of lading liability, in or in connection with such prior proposal for service and bill of lading, shall be considered a part of this proposal for service and bill of lading as fully as if the same were written or made in or in connection with this proposal for service and bill of lading.

Sec. 10 Any alteration in this proposal for service and bill of lading made without the special notation hereon of the Carrier shall be without effect, and this document shall be enforceable according to its original tenor.